

CHARTER SCHOOL CONTRACT

THIS AGREEMENT is a Charter School Contract, authorized pursuant to Louisiana Revised Statutes, Title 17, Chapter 42, made this 22nd day of Feb., 2006.

WHEREAS, the "Charter School Demonstration Programs Law," La. R.S. 17:3971 et seq. authorizes experimentation in the creation of innovative kinds of independent public schools for pupils;

WHEREAS, the Louisiana legislature has expressed its intention to provide a framework for such experimentation by the creation of such schools, a means for persons with valid ideas and motivation to participate in the experiment, and a mechanism by which experiment results can be analyzed, the positive results repeated or replicated, if appropriate, and the negative results identified and eliminated;

WHEREAS, the Louisiana legislature has, further stated its intention that the best interests of at-risk pupils shall be the overriding consideration in implementing the provisions of the "Charter School Demonstration Programs Law;"

WHEREAS, the purposes of the "Charter School Demonstration Programs Law" are to provide opportunities for educators and others interested in educating pupils to form, operate or be employed within a charter school designed to accomplish the following objectives, namely: (1) to improve pupil learning and, in general, the public school system; (2) to increase learning opportunities and access to quality education for pupils; (3) to encourage the use of different and innovative teaching methods and a variety of governance, management, and administrative structures; (4) to require appropriate assessment and measurement of academic learning results; (5) to account better and more thoroughly for educational results; and (6) to create new professional opportunities for teachers and other school employees, including the opportunity to be responsible for learning program at the school site;

WHEREAS, the Board of Elementary and Secondary Education is authorized, pursuant to La. R.S. 17:3971 et seq., to execute Charter Contracts authorizing the operation of charter schools;

WHEREAS, the Board of Elementary and Secondary Education has approved a Charter Application/Proposal of the Orleans Parish School Board to operate Alice M. Harte Elementary School as a Type 4 charter school for grades K through 8; and

WHEREAS, the Orleans Parish School Board will operate Alice M. Harte Elementary School as a Type 4 charter school, as defined in La. R.S. 17:3973(2)(b)(iv).

The parties hereto, intending to be legally bound by the terms and conditions set forth herein, enter the following Agreement:

1. Parties

- A. This Charter Contract is entered into between the Orleans Parish School Board ("Charter Operator") and the Board of Elementary and Secondary Education for the purpose of operating Alice M. Harte Elementary School ("Charter School") as a Type 4 charter school.
- B. The person authorized to sign on behalf of the Board of Elementary and Secondary Education is the President of the Board of Elementary and Secondary Education.
- C. The person(s) authorized to sign on behalf of the Charter Operator is the Superintendent and/or the President ("Charter Representative(s)") of the Orleans Parish School Board, unless another board member is so authorized by a majority of the Board, evidenced by Board resolution.
- D. The Charter Representative(s) affirms as a condition of this Charter Contract, that he/she is the above-described representative(s) of the Charter Operator and has authority to sign this Charter Contract on behalf of the Charter Operator. Attached hereto as Attachment A, and incorporated herein by reference, is a copy of a resolution of the Orleans Parish School Board authorizing the individual(s) listed above to sign documents, including this Charter Contract, on behalf of the Charter Operator.
- E. Incorporated herein by reference is a true and correct copy of the Application/Proposal of the Charter Operator that was relied upon by the Board of Elementary and Secondary Education in granting this Charter Contract and is an integral part of this contract.

2. Purpose

The Charter Operator shall provide educational services according to the educational standards established by law, the Charter Contract and the Charter Application/Proposal; measure pupil progress toward stated goals; and participate in pupil assessments required by law, regulation and BESE policy. The Charter Operator shall manage the charter school in a financially prudent manner and provide BESE with timely and accurate reporting.

3. Nonsectarian Status

The charter school shall be nonsectarian in their programs, admission policies, employment practices and all other operations.

4. Nonassignability

No right or interest in this Charter Contract shall be assigned by anyone on behalf of the Charter Operator without prior written approval of BESE and delegation of any contractual duty of the Charter Operator shall not be made without prior written approval of BESE. A violation of this provision shall be grounds for immediate termination of this Charter Contract and revocation of Charter.

5. Contract for Management of Charter School

- A. The Charter Operator has proposed to enter into a contract with another entity to manage the Charter School. The Charter Operator agrees to submit all information requested by BESE regarding the management arrangement, including a copy of the proposed contract and a description of the managing company, with identification of its principals and their backgrounds. The Charter Operator shall not enter a management contract without BESE approval.
- B. Any management contract entered into by the Charter Operator with a management company to operate the Charter School shall provide the following:
 - 1. The Charter Operator shall require that any entity and its principals it engages to manage the Charter School shall be subject to the Louisiana Open Meetings Law, Public Records Law, Code of Governmental Ethics, and Public Bid Law for the erection, construction, alteration, improvement or repair of a public facility or immovable property, Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes.
 - 2. The Charter Operator shall require that any entity and its principals it engages to manage the Charter School shall comply with all law applicable to charter schools and all applicable provisions of this Charter Contract when fulfilling any delegated contractual duty.
 - 3. The Charter Operator shall delineate the funds to be transmitted to the management company, which will represent state and federal funds the Charter Operator is eligible to receive based on the student enrollment of the Charter School. If the amount to be transmitted to the management company is less than all state and federal funds attributable to the Charter School based on its student enrollment, the contract, or, if necessary, a yearly addendum thereto, shall set forth the purpose(s) for which the funds will be withheld or the specific services that the Charter Operator will provide in exchange for withholding amounts that would otherwise be allocated to the Charter School based on its student enrollment.
 - 4. The Charter Operator shall delineate the specific duties delegated to the management company in the operation of the Charter School and in the fulfillment of its contractual obligations hereunder. The Charter Operator shall also set forth the authority of the management company with respect to its representation of the Charter Operator in all respects, including its communications with BESE.
 - 5. The Charter Operator shall specify the policies, if any, that it will require the management company to develop with respect to procurement of goods and services, employment practices and student instruction and discipline.
 - 6. The Charter Operator shall specify the reporting structure and requirements that the management company will be required to comply with.
 - 7. The Charter Operator shall specify any insurance coverage that the management company will be required to maintain in the fulfillment of delegated contractual duties.

- C. Notwithstanding the Charter Operator's delegation of contractual duties to an entity to manage the Charter School or reference to a duty being fulfilled by a management company in the Application/Proposal, the Charter Operator understands that it is responsible for complying with all applicable law and fulfilling all obligations under this Charter Contract.

6. Applicable Law

The Charter Operator shall comply with all federal and state laws and regulations applicable to Type 4 charter schools and all requirements imposed by BESE policy and regulation. The Charter Operator shall conform, in all respects, with the educational standards contained in its Application/Proposal and Charter Contract.

7. Site

The School shall provide educational services, including the delivery of instruction, at the following location:

5300 Berkley Drive
New Orleans, Louisiana 70131

The Charter Operator shall maintain either ownership of, a lease for, or other suitable agreement covering the use of all facilities, and shall ensure that the facilities comply with all state and local health and safety standards and other applicable laws, regulations and rules and that compliance will be maintained at all times.

8. Fiscal Funding:

- A. Charter school funding is governed by La. R.S. 17:3995 and the provisions of the applicable Minimum Foundation Program formula adopted by BESE and approved by the legislature. The continuation of this Charter Contract is contingent upon a legislative appropriation or allocation of funds necessary to fulfill the requirements of the Charter Contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Charter Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Charter Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
- B. No liability shall accrue to BESE, the Department of Education, the State of Louisiana or any political subdivision of the state in the event this provision is exercised. Neither the State of Louisiana, nor BESE, nor the Department of Education, shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- C. The Charter Operator acknowledges that BESE will withhold funds to charter operators that do not submit requested data by designated deadlines to Board staff, the Department, and the evaluators contracted by BESE until such time the required information is provided. La. R.S. 17:3981; BESE Policy adopted December 9, 1999.

- D. The Charter Operator agrees to submit any amended budgets or other requested financial documents according to the guidelines developed by the Division of Education Finance and BESE regulation. The Charter Operator shall be subject to all guidelines and regulations adopted by BESE subsequent to the execution of this Charter Contract.

9. Charter Contract Interpretation

- A. **Merger:** The Charter Operator and BESE intend this Charter Contract, including the Charter Application/Proposal incorporated herein as set forth in Paragraph 1(E) and all of the attachments, to represent a final and complete expression of their agreement, which shall be considered the school's Charter; except that the parties recognize that amendments to this Charter Contract may be approved from time to time hereafter. No course of prior dealings between the parties shall supplement or explain any terms used in this document.
- B. **Waiver:** Either party's failure to insist on strict performance of any term or condition of this Charter Contract shall not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- C. **Severability:** The provisions of this Charter Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Charter Contract.
- D. **Louisiana Law:** This Charter Contract shall be interpreted pursuant to the laws of the State of Louisiana.

10. Notification Requirements

- A. The Charter Operator shall immediately notify BESE of any conditions that may cause it to vary from the terms of its approved charter or from state law or BESE requirements.
- B. The Charter Operator shall immediately notify BESE of any circumstance requiring the closure of any of its charter school governed by the provisions of this Contract, including, but not limited to, a natural disaster, such as a hurricane, tornado, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the school facilities.
- C. The Charter Operator shall immediately notify BESE of the arrest of any employees, contractors, subcontractors or any person directly or indirectly employed by the Charter Operator for a crime listed in La. R.S. 15:587.1(C) or any crime related to the misappropriation of funds or theft.
- D. The Charter Operator shall immediately notify BESE of a default on any obligation related to the charter school, which shall include debts for which payments are past due by sixty (60) days or more.
- E. The Charter Operator shall immediately notify BESE if the enrollment of the Charter School decreases by ten percent or more compared to most recent pupil count submitted to the Department of Education and/or BESE.

11. Amendments Requiring BESE Approval:

- A. Any amendment to this Charter Contract will be effective only if approved by the Charter Operator at a public meeting. The proposed amendment must be submitted to BESE in writing and accompanied by a resolution of the Charter Operator within five (5) days of adoption. An amendment shall not become effective and the Charter Operator shall not take action or implement the changes requested in the amendment until the amendment is approved by BESE. Changes in operation that require the Charter Operator to obtain an amendment to this Charter Contract include, but are not limited to, the following:
- Changes in the school's mission.
 - Changes in maximum allowable student enrollment, except as otherwise provided in Paragraph 12.
 - Changes in grade levels served.
 - Changes in school location (change of site and/or adding or deleting sites).
 - Changes in the school calendar involving the number of days of instruction.
 - Changes in admission procedures, including the establishment of admission criteria.
 - Changes in Special Education procedures.
 - Changes in curriculum or methodology.
 - Changes in the method(s) used to measure pupil progress.
 - Signing authority for the charter school.
 - Changes to or the termination of Charter Operator's approved management contract.
- B. Any amendment to this Charter Contract not specifically listed in Paragraph Eleven (11) or Twelve (12) shall require BESE approval as set forth Paragraph Eleven (11).

12. Amendments Requiring Notification of Changes:

- A. Changes to this Charter Contract listed below do not require an amendment be made pursuant to Paragraph Eleven (11) and shall be accomplished through written notification. The written notification shall include a copy of the resolution of the Charter Operator authorizing the changes.
- B. Changes requiring notification include:
- Mailing address, phone and fax number of the Charter School.
 - Contact person located at the charter school site.
 - In school years 2005-06 and 2006-07, changes in maximum allowable student enrollment, not to exceed 731 students.

13. Term of Charter Contract

- A. Initial Three-Year Term
This Charter Contract shall be effective upon complete execution for an initial period of three (3) fiscal years (2005-06, 2006-07 and 2007-08), and will terminate on June 30, 2008, unless BESE grants the Charter Operator a two-year extension of its charter pursuant to La. R.S. 17:3992 and 17:3998.

B. Two Year Extension

1. The Charter Operator shall provide a comprehensive report to BESE at the end of the third year of operation.
2. This Charter Contract shall be extended for a period of two (2) fiscal years (2008-09 and 2009-10) if BESE determines that the charter school is achieving its stated goals and objectives pursuant to its approved charter.
3. When reviewing the comprehensive report, BESE shall make a determination that the Charter School's goals and objectives have been met if:
 - a.) The Charter School is operating in compliance with all applicable state and federal laws, rules and regulations;
 - b.) The organizational, governance and operational structure of the Charter School are sound;
 - c.) The accounting and financial practices being used by the Charter School are sound and in accordance with generally accepted standards for similar entities;
 - d.) The educational program complies with all requirements of law and is based on generally accepted education research findings applicable to the pupils being served; and
 - e.) The pupils being served are making adequate academic progress.
4. BESE may require, as a condition of an extension, that the Charter Operator amend its charter and/or take appropriate corrective action to remedy any deficiencies identified in the third year review of the charter school.
5. If BESE makes a determination that the charter school is not achieving its stated goals and objectives pursuant to its approved charter, it may not offer the Charter Operator an extension of this Charter Contract provided that:

At least thirty (30) days prior to the termination of this contract, BESE shall notify the Charter Operator of the proposed action in writing. The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Charter Operator may, within seven (7) days after receiving BESE's decision not to offer an extension, appeal the decision. The Charter Operator's appeal shall be heard at BESE's first scheduled meeting after the appeal has been lodged.

6. If the Charter Operator receives a two-year extension, this Charter Contract will terminate on June 30, 2010.
7. Upon completion of the charter school's fifth year of operation, this Charter Contract may be renewed at the discretion of BESE, pursuant to the applicable provisions of

14. Revocation

- A. As provided by law, this Charter Contract may at any time be terminated and the Charter revoked upon a determination and affirmative vote by a majority of BESE that the Charter Operator, its board members, officers or employees did any of the following:
1. Committed a material violation of any of the conditions, standards, or procedures provided for in the approved charter.
 2. Failed to meet or pursue within the agreed timelines any of the academic or other educational results specified in the approved charter.
 3. Failed to meet generally accepted accounting standards of fiscal management.
 4. Violated any provision of law applicable to a charter school, its officers, or employees.
- B. This Charter Contract may be terminated immediately and the Charter revoked if BESE determines that the health, safety or welfare of the students is threatened. BESE must provide written notice of termination, which shall include its findings and basis for termination. The termination and revocation shall be effective upon receipt of the notice of termination by the Charter Operator.
- C. This Charter Contract may be terminated immediately by BESE and the Charter revoked under the following conditions:
1. Mismanagement of public funds
 2. Failure to retain facilities
 3. Insufficient enrollment to meet financial obligations
 4. Failure to provide records on demand
 5. Failure to comply with requests made by auditors, law enforcement officials or any other regulatory agencies
- BESE must provide written notice of termination. The termination and revocation shall be effective upon receipt of the notice of termination by the Charter Operator.
- D. This Charter Contract shall be terminated immediately if the Charter School is removed from the jurisdiction of the Charter Operator by transfer to the Recovery School District or by any other means provided by law.

15. Ceasing of Operations of the Charter School

In the event the Charter School closes and ceases operations for any reason, including termination of this Charter Contract or surrender or revocation of the Charter, the Charter Operator shall be

responsible for the winding up of the business and affairs of the charter school, which will be supervised by BESE. The Charter Operator agrees to provide all closure reports and audits required by BESE.

16. Site Visits

- A. The Charter Operator shall allow representatives from BESE, the Louisiana Department of Education, the Louisiana Legislative Auditor, law enforcement officials, contracted evaluators or any other federal, state or local regulatory agency to visit the school site at any time to insure compliance with all applicable laws and regulations, the terms of this Charter Contract and the terms of state and federal grants.
- B. During such site visits, the Charter Operator shall allow the visiting officials full and immediate access to its financial and educational records, reports, files and documents of any kind.

17. Production of Documents

Representatives of the Charter Operator or the administrator of the Charter School shall produce all documentation requested by BESE, the Department of Education, the Louisiana Legislative Auditor, law enforcement officials, contracted evaluators or any other federal, state or local regulatory agency within three (3) business days of a request. The production of documents requested pursuant to this provision shall be distinguished from requests for documents made during site visits.

18. Assets

- A. Any assets acquired by the Charter Operator are the property of the Charter Operator. La. R.S. 17:3991(H). Any assets acquired with state or federal funds by any company managing the Charter School are acquired on behalf of the Charter Operator and are the property of the Charter Operator.
- B. Any company managing the Charter School must maintain records of any assets acquired with any private funds if such property will remain the property of the management company. If the Charter School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or private funds, ownership of the asset will revert to the Charter Operator.
- C. The Charter Operator shall maintain a complete and current inventory of all school property. The Charter Operator shall update the school property inventory quarterly.
- D. The Charter Operator shall be responsible for adequately safeguarding all assets purchased with any public funds and shall produce evidence of such upon request by BESE.
- E. The Charter Operator agrees that School Fund maintained pursuant to La. R.S. 17:414.3 and the amounts therein prior to the Charter School's conversion to a Type 4 charter school shall be retained by the Charter School. Management of such School Fund shall continue in accordance with the provisions of La. R.S. 17:414.3.

19. Records

A. Student Records:

1. The Charter Operator shall maintain student records as required by state law and regulation.
2. The Charter Operator shall comply with the Family Educational and Privacy Rights Act (FERPA), 20 U.S.C.A 1232g.
3. If this Charter Contract is terminated, the charter is revoked or surrendered, or the school otherwise ceases to operate, the Charter Operator shall be responsible for the proper administration of all student records.

B. Financial and Operational Records: All records of the charter school are subject to inspection and production as set forth in this Charter Contract. If this Charter Contract is terminated, the charter is revoked or surrendered, or the school otherwise ceases to operate, the Charter Operator shall be responsible for the proper maintenance of all records.

20. Testing

The Charter Operator shall perform all student testing required by state law and BESE policy and regulations.

21. Reporting

- A. The Charter Operator shall timely supply all reports, test results and other information that are required under this Charter Contract, state law and BESE policy and regulations.
- B. The Charter Operator shall provide a report at the end of each semester to parents of pupils enrolled in the school, the community and BESE indicating progress toward meeting the performance objectives as stated in the Charter Application/Proposal and the Charter Contract.

22. Attendance

- A. The Charter Operator, its employees, and, if applicable, representatives of its management company, shall attend all training sessions required by BESE or the Department of Education.
- B. The Charter Operator, its employees, and, if applicable, representatives of its management company, shall attend all meetings, in which BESE requests its presence. These meetings shall include, but are not limited to, meetings with BESE staff and BESE committee and full board meetings.

23. Financial Accounting and Reporting

- A. The Charter Operator is subject to appropriate financial audits in accordance with La. R.S. 24:513 et. seq. La. R.S. 17:3996(F).

- B. The Charter Operator shall comply with the provisions of La. R.S. 39:1301 through 1315 (Local Government Budget Act) and shall annually submit a budget directly to the state superintendent of education in accordance with the provisions of La. R.S. 17:88. La. R.S. 17:3996(G).
- C. BESE has adopted rules, regulations, and guidelines for prescribing forms and practices for budgeting, accounting, and financial reporting, both interim and annual. The Charter Operator shall be subject to all guidelines and regulations adopted by BESE subsequent to the execution of this Charter Contract.
- D. The Charter Operator shall maintain records in a manner to reflect compliance with this Charter Contract and Generally Accepted Accounting Principles.

24. Qualified and Competent Business Professional

- A. The Charter Operator shall ensure that a Qualified and Competent Business Professional produces all financial and accounting information and reporting required by this Charter Contract, state law and BESE policy and regulation, except the required annual audit, which must be performed by an independent auditor.
- B. The Qualified and Competent Business Professional shall be responsible for validating all inventory reports submitted to BESE by the Charter Operator.
- C. The Qualified and Competent Business Professional shall affix his or her signature to every document he or she prepares, thereby validating its authenticity as his or her work product. All documents and reports submitted pursuant to this Paragraph shall contain the signature of the Qualified and Competent Business Professional, thereby affirming that the information contained therein is true and accurate.

25. Notices and Contact

Any notice required or permitted, under the Charter Contract shall be in writing and shall be effective immediately upon personal delivery, or three (3) days after mailing when sent by certified mail, to the following:

Charter Operator:

Superintendent
Orleans Parish School Board
3510 General DeGaulle Drive
New Orleans, LA 70114

Board of Elementary and Secondary Education:

Executive Director
Board of Elementary and Secondary Education
P. O. Box 94064
Baton Rouge, LA 70804

The General Counsel of the Orleans Parish School Board shall be sent a copy of all notices provided pursuant to this Charter Contract. Notices shall be sent to the address of the Charter Operator listed above.

In addition to the notice contact set forth in this Paragraph, the Charter Operator shall designate a member of its board or staff who will serve as a day-to-day administrative contact in all charter school matters.

26. Insurance

- A. The Charter Operator shall provide and maintain such insurance as will protect the Charter Operator from claims under Worker's Compensation Acts, including but not limited to the Louisiana Workers' Compensation Act, and any other claims for damages or personal injuries including death that may arise from operations under this Charter Contract, whether such operation be by the Charter Operator directly or by any subcontractor, or by anyone directly or indirectly employed by either of them. Without limiting any obligations or liabilities of the Charter Operator under this Charter Contract, the Charter Operator shall provide and maintain during the course of this Charter Contract, minimum insurance coverage as follows:
 - 1. Workmen's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Charter Operator's employees, and employers' liability insurance with a minimum limit of \$100,000.
 - 2. Comprehensive General Liability insurance with a minimum combined single limit of \$1,000,000 each occurrence.
 - 3. Comprehensive Automobile Liability insurance with a combined single limit for bodily injury and property damage or not less than \$1,000,000 each occurrence with respect to the school's owned, hired or non-owned vehicles, assigned to or used in performance of the services offered by the school.
 - 4. Property Insurance for the buildings and contents used to operate the Charter School.
- B. As evidence of compliance with the insurance required by this Charter Contract, the Charter Operator shall annually provide BESE with current certificates of insurance signed by an authorized representative of the insurer(s). The certificates shall evidence that policies providing the required coverage, conditions and limits are in full force and effect.
- C. Nothing shall preclude the insurance required herein from being provided and maintained on behalf of the Charter Operator by a company managing the charter school for the Charter Operator.

27. Indemnification and Acknowledgments

- A. The Charter Operator shall defend, indemnify, and hold harmless the State of Louisiana, the Board of Elementary and Secondary Education, the Department of Education, its officers, directors, agents and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to attorneys' fees and/or litigation expenses which may be brought or made against or incurred by the State, BESE or the Department of Education on account of any action of the Charter Operator, its employees, agents or assigns. The provisions or limits of insurance required under this contract shall not limit the liability of the Charter Operator.
- B. This Charter Contract is not an employment contract. No officer, employee, agent or subcontractor of the Charter Operator or the School is an officer, employee, or agent of BESE or the State of Louisiana.

- C. The parties acknowledge that neither BESE, nor the Department of Education, nor the State of Louisiana are liable for the debts or financial obligations of a charter school or persons or entities who operate charter schools.
- D. The parties acknowledge that, pursuant to La. R.S. 17:3993, BESE and its members individually are immune from civil liability for any damages arising with respect to all activities related to the operation of any type of charter school they may authorize as a chartering authority.

28. Discrimination Clause

- A. The Charter Operator agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; and the Americans with Disabilities Act of 1990.
- B. The Charter Operator agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.
- C. Any act of discrimination committed by the Charter Operator or its agents, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

29. Criminal History Review

- A. No person who has been convicted of or has pleaded *nolo contendere* to a crime listed in La. R.S. 15:587.1(C) shall be hired to work for a public charter as a teacher, substitute teacher, bus driver, substitute bus driver, or janitor, or as a temporary, part-time, or permanent school employee of any kind unless approved in writing by a district judge of the parish and the district attorney. For the purposes of this paragraph, any person employed to provide cafeteria, transportation, or janitorial or maintenance services by any person or entity that contracts with a school or school system to provide such services shall be considered to be hired by a school system.
- B. No person employed or otherwise associated with the charter school, including any contact person listed on the charter school application or any member of the school board or management company, who has been convicted of or has pleaded *nolo contendere* to a crime related to misappropriation of funds or theft shall be engaged in direct processing of charter school funds.
- C. The Charter Operator shall adhere to all policies/procedures adopted by BESE concerning criminal history review for public school employees, as well as other persons associated with the charter school who are engaged in direct processing of charter school funds.
- D. A criminal history review through the Louisiana Department of Public Safety and Corrections, Office of State Police, Bureau of Criminal Identification, shall be administered. The criminal history review shall include a fingerprint check and

simultaneous FBI check. All costs associated with the criminal history review shall be the responsibility of the entity granted the charter, although the Charter Operator may assign the responsibility to those persons undergoing the criminal history review.

30. Role, Scope and Mission

The mission of the Algiers charter schools proposed in the Charter Operator's Application/Proposal, Request No. 5, is "to prepare every school and every teacher to teach every child, so that all will learn." Attached as Attachment B, and incorporated herein, is the Role, Scope and Mission of Alice M. Harte Elementary School.

31. Capacity

The capacity of the Charter School will be 700 students, unless increased pursuant to Paragraph 12(B) of this Charter Contract. If capacity is increased pursuant to Paragraph 12(B), it shall not exceed 731 students. Increases in capacity authorized in this Charter Contract shall remain in effect for the term of this Charter Contract.

The Charter Operator agrees that the capacity authorized in this Charter Contract supersedes any conflicting provisions set forth in its response to Request No. 1 in the Application/Proposal.

32. Academic Program & Curriculum

Attached as Attachment C, and incorporated herein, is a description of the scientifically based research strategies and three-tier model for instruction and behavior management to be implemented with students of the Charter School. The description includes the appropriate assessments that will be used at each grade level to move students into Tier 2 and 3 instruction and instructional time allotments of the Charter School.

33. Student Academic Assessment

Students attending the Charter School will participate in all required statewide assessments pursuant to Bulletin 118, *Statewide Assessment Standards and Practices*, and appropriate to the grade levels provided by the school. Required assessments for grades K-3 also include the administration of Developmental Reading Assessment (DRA) or Dynamic Indicators of Basic Early Literacy Skills (DIBELS) each fall and spring.

Students with disabilities may participate in the appropriate alternate assessment based on the decision of their IEP team. In addition, the school will ensure that any Limited English Proficient students participate in the English Language Development Assessment.

Attached as Attachment D, and incorporated herein, is a list of the state assessments that will be administered for each grade level of students attending the Charter School, pursuant to Bulletin 118, *Statewide Assessment Standards and Practices*, and any additional assessments that will be used by the Charter School.

34. Student and School Accountability

The student achievement goals for the charter schools in Algiers proposed in the Charter Operator's Application/Proposal are as follows:

In 2006-07 Algiers Charter School students will perform in the following manner on state assessments:

- o Each subgroup identified will meet or exceed the state established annual measurable objective in reading and math.
- o Each school will meet or exceed the Growth SPS established for them by the Louisiana Department of Education.

In addition, at the end of its first full year of operation (2006-07), Alice M. Harte Elementary School must have a baseline School Performance Score that is above the state average. The school must also meet its state established growth target and the state's annual measurable objectives for each identified subgroup for each of the years of operation under the terms of this contract.

The Charter Operator agrees to develop a School Improvement Plan for Alice M. Harte Elementary School, as prescribed by the Louisiana Department of Education, which shall be submitted to BESE no later than sixty (60) days after the execution of this Charter Contract and be updated each year of operation of the school by the Charter Operator based on the most current student assessment and school accountability data for the school. Such plan shall be attached as Attachment E and incorporated herein.

35. Student Registration, Enrollment, and Admissions

The Charter Operator shall comply with all applicable law governing admission of students to charter schools. The Charter Operator understands that Louisiana law permits enrollment preferences only in the following instances:

Year One of the Charter School: students enrolled in the preexisting school shall be given preference over all other applicants.

Year Two of the Charter School and thereafter: students previously enrolled in the school and their siblings may be given preference over other applicants.

Attached as Attachment F, and incorporated herein, is the Charter Operator's Student Registration, Enrollment and Admissions Policy for Alice M. Harte Elementary School.

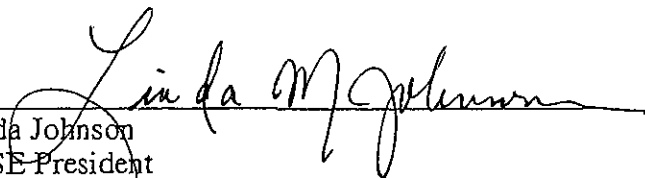
The Charter Operator agrees that the Student Admission Policy for Alice M. Harte Elementary School attached as Attachment F supersedes any conflicting provisions set forth in its response to Request No. 21 in the Application/Proposal.

36. Benefits; Conditions of Employment

- A. Employment in the Charter School is governed by applicable provisions of the Charter School Law. The Charter School employees shall be entitled to the benefits and be subject to conditions of employment specified by the Charter Operator in this Charter Contract, and the Employee Handbook applicable to the Charter School employees, which may be modified at any time by Charter Operator or, if so authorized, by the entity with which the Charter Operator contracts to manage the Charter School. The Charter Operator agrees that the employment benefits set forth in the Employee Handbook supersede any conflicting provisions set forth in its response to Request No. 31 in the Application/Proposal.
- B. **Retirement Benefits.** The Charter Operator will participate in the Teachers' Retirement System of Louisiana.


Considering the foregoing and that the Charter Application/Proposal of the Orleans Parish School Board to operate Alice M. Harte Elementary School as a Type 4 charter school has been approved by the Louisiana State Board of Elementary and Secondary Education, a charter, as set forth in the Application/Proposal, as conditioned by state law, BESE regulations and this Charter Contract, is hereby granted.

**LOUISIANA STATE BOARD OF ELEMENTARY
AND SECONDARY EDUCATION:**

By: 
Linda Johnson
BESE President

5/12/16
Date

**CHARTER OPERATOR:
ORLEANS PARISH SCHOOL BOARD**

By: 
Charter Representative

2/22/06
Date

By: 
Charter Representative

2/22/06
Date

Attachment B:

Prior to Hurricane Katrina, Alice Harte Elementary School was a neighborhood school within the Orleans Parish public school system. Only children who lived within the school's geographic radius were eligible to attend the school. Today, Harte is a charter school with open admissions for students throughout Orleans Parish. As of February 2006, 31% of the charter school student population were students who attended Harte prior to its chartering. Because of this significant change in student population, the leadership team of Alice Harte Charter School is currently engaged in researching and developing an academic focus which engages its new student population in the educational process and capitalizes on the expertise within the school. This process formally began during brainstorming sessions facilitated by the School Leadership Center of Greater New Orleans (SLC) during a two-day meeting with the Harte leadership team on January 27 & 28, 2006. A series of additional sessions facilitated by the SLC will occur over the next ten months in order for Harte Charter School to develop and refine its role, scope, and mission statement.

Attachment C:

The Louisiana Comprehensive Curriculum serves as the core instructional program at Harte. Teacher-designed assessments will be utilized on a regular basis to monitor student progress and to determine the need for additional interventions with students who are not progressing in the core curriculum. The concept of deep curriculum alignment will be threaded throughout the instructional program enhancing the connection among the written, taught, and assessed curriculum. Job-imbedded professional development sessions focused around prioritizing GLEs and determining which activities from the LCC are utilized have taken place and will continue to take place throughout the school year. Additionally, class size reduction teachers will be hired in order to address students who are identified for additional intervention. This will provide smaller group sizes, specialized materials, and specialized training. A summer academic remediation program is currently being developed to address students who continue to experience academic difficulties.

Each instructional day at Harte Charter School consists of 375 minutes of instruction as follows:

K-3

Content	Daily Minutes	Weekly Minutes
Language Arts	170	850
Mathematics	80	400
Science/Social Studies	50	250
Physical Education	30	150
Art	45	225

4-5

Content	Daily Minutes	Weekly Minutes
Language Arts	125	625
Mathematics	85	425
Science	45	225
Social Studies	45	225
Physical Education	30	150
Art	45	225

6-8

Content	Daily Minutes	Weekly Minutes
Language Arts	100	500
Mathematics	100	500
Science	45	225
Social Studies	45	225
Physical Education	45	225
Electives	45	225

Through the use of the nationally recognized structure of School Wide Positive Behavior Support (PBS), Harte will provide the necessary professional development and the implementation of the three-tier intervention model for behavior to help teachers learn how to address these challenging behaviors through their regular classroom management and instructional programs and will provide additional supports for students who exhibit more extensive behavioral challenges. The primary prevention tier of the School Wide Positive Behavior Support System will consist of rules, routines, and physical arrangements that are developed and taught by school staff to prevent initial occurrences of problem behavior. A PBS facilitator to coordinate school-based activities associated with implementing the PBS model at Harte Charter School. The PBS facilitator attended initial PBS team training sponsored by the Louisiana Department of Education and the development of the school-based team is currently taking place and will continue throughout the summer, at which time the entire team from Harte will attend PBS training sponsored by the Louisiana Department of Education.

Primary Prevention, through positive behavior support, does work for over 80% of all students in a given school (based on a criterion of the number of students who have one or fewer office discipline referrals per month). But obviously, it will not work for everyone. For students for whom primary prevention is not successful, the SWPBS model outlines a system that includes Secondary Prevention that provides intensive or targeted interventions for these students. These interventions involve small groups of students or simple individualized interventions, such as a social skills club, check in/check out, and a Behavior Education Plan. Even with Primary and Secondary Prevention in place, a small percentage of students within a school may still exhibit patterns of problem behavior that are dangerous, highly disruptive and/or impede learning and result in social or educational exclusion. Through the SWPBS model, Harte will be able to support the behavioral adaptation of students with a wide range of characteristics, including developmental disabilities, autism, emotional and behavioral disorders, and even student with no diagnostic label, while maintaining these students in the general education setting.

Harte will participate in the Louisiana Teacher Advancement Program (TAP) in partnership with the Milken Family Foundation. This model will provide a structure of embedded professional development to all faculty and staff working within the Algiers Charter Schools. In these schools, teacher will meet in cluster groups bi-weekly to focus on professional growth. The work done in these cluster groups will target research based strategies and student achievement. The focus of the cluster groups will be the examination of student work and behavior analyses to determine appropriate instructional and behavioral interventions. Teachers will discuss the implementation of these strategies in the cluster groups and will receive support from the master teacher and mentor teacher who are charged with oversight of the cluster groups. The TAP model will provide new opportunities for teachers who perform at high levels and have the desire and qualifications to move along a career continuum of as many as six levels through the creation of master and mentor teachers. TAP will allow for performance driven salary increases based on the value teachers have added to student learning on an

annual basis both individually within their classroom and school-wide. Through the principles embedded in TAP, teachers will be provided time to work and learn with colleagues supporting improved teaching based on student needs. The implementation of the TAP model will support the implementation of the three tier model for instructional and behavior management by building the skills, knowledge, and expertise of teachers through ongoing collaboration with and support from their colleagues and other educational experts.

Attachment D:

The following assessments are utilized at Harte:

- iLEAP, grades 3rd, 5th, 6th & 7th
- LEAP, grades 4th & 8th
- Group Reading Assessment and Diagnostic Evaluation (GRADE), grades K-8
- Group Mathematics Assessment and Diagnostic Evaluation (GMADE), grades K-8
- Teacher-made assessments, grades K-8

Attachment E:

Attached is the SIP, which was last completed prior to this school's chartering.

The Harte school leadership team will be guided through a school improvement planning process facilitated by the SLC. Three day long workshops will be conducted to create a new SIP for Harte that reflects the changes in leadership, teachers, and students since being chartered by the ACSA..

Attachment F:

The initial registration period for the 2005-6 school year was from November 28 through December 12, 2005. At that time, Harte's registered student population was at the capacity of the school. As a result, no lottery was instituted for the 2005-6 school year. As of February 2006, there are no available seats at Harte. Harte is not keeping a wait list for the 2005-6 school year.

For the 2006-7 school year, an initial registration period will be set. As of February 2006, Harte has tentative plans to hold registration in May/June 2006 for the 2006-7 school year.

If the school has a surplus of students qualifying for admission in the 2006-7 school year, a lottery will be used to determine acceptances. As of February 2006, Harte has tentative plans to conduct a lottery, only if necessary, in June 2006. The President of the Board of Trustees would conduct this lottery with the Director of the Charter Schools, the Principal and at least one member of the Board of Trustees.

The lottery would take into account the following preference procedures in the order as listed below:

1. Students enrolled in the charter school in the previous school year
2. Siblings of students enrolled in the charter school in the previous school year
3. Open access thereafter throughout the parish of Orleans

If a waiting list is kept at Harte in the 2006-7 school year, this list will be kept through the first semester. The list will include all eligible student registrants who are unable to enroll at Harte through the above process due to Harte's eligible registrant population exceeding the school's capacity. To the extent that seats become available during the first semester, students will be chosen from the waiting list in the order in which they were accepted onto the waiting list on a grade by grade basis. After the first semester, Harte will no longer maintain a wait list, nor will Harte accept new students for the school year.

The enrollment and admissions process in all school years at Harte will ensure equal access for all students regardless of intellectual ability as ascertained by an intelligence quotient examination, race, religion, gender, ethnicity, national origin, or identification as an exceptional child (LA-RS 17:3991(B)(3)).